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Vincent Wendowski

CHAPTER 13

Debtor(s)

PENNYMAC LOAN SERVICES, LLC

Movant

VS.

NO. 22-11368 MDC

Vincent Wendowski

Debtor(s)

Kenneth E. West

11 U.S.C. Section 362

<u>Trustee</u>

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,788.61, which breaks down as follows:

Post-Petition Payments:

August 2022 through October 2022 at \$916.87/month

Fees & Costs Relating to Motion: \$1,038.00

Total Post-Petition Arrears

\$3,788.61

- 2. The Debtor(s) shall cure said arrearages in the following manner:
- a). Beginning on November 2022 and continuing through April 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$916.87 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$641.45 for November 2022 through March 2023 and \$581.36 for April 2023 towards the arrearages on or before the last day of each month at the address below;

PennyMac Loan Services, LLC PO Box 660929 Dallas, TX 75266-0929 Cosses 22-2-1131636-80-ndroto Doto 6449-Eile Fille of 1121/220/2 Entere the 1et 1121/220/233013515: 2 Beside se in

Exhibit - Coulte Appreved Standarion 3 Page 2 of 3 b). Maintenance of current monthly mortgage payments to the Movant

thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies

of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the

account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to

the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the

default in writing and the Debtors may cure said default within FIFTEEN (15) days of the

date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the

Movant may file a Certification of Default with the Court and the Court shall enter an Order

granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of

Default with the court and the court shall enter an order granting the Movant relief from the

automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of

its right to seek reimbursement of any amounts not included in this stipulation, including

fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original

signature.

Date: October 11, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

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Date: 10/14/22	Brad J. Sadek Esquire Attorney for Debtor(s)
Date: October 15, 2022	No Objection /s/ LeeAne O. Huggins Kenneth E. West, Esquire Chapter 13 Trustee
Approved by the Court this 18th day of October 2022. However, the court retains discretion regarding entry of any further order. Magdeline D. Coleman Chief U.S. Bankruptcy Judge	
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